

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ROLANDE CUTNER,

Plaintiff,

-against-

THE LANTERN GROUP, ST. LOUIS HALL L.P.,  
SRO HOTEL THE ST. LOUIS a/k/a THE ST. LOUIS  
HALL, 319 REALTY SERVICES, LLP, and 319  
WEST LLC and XYZ CORPORATION (Said name  
being fictitious, it being the intention of CUTNER to  
designate any corporation having a legal interest in the  
SRO HOTEL THE ST. LOUIS,

Defendants.

-----X

Defendants, St. Louis L.P. s/h/a St. Louis Hall L.P., and 319 Realty Services, L.P. s/h/a  
319 Realty Services, LLP, by their attorneys, MIRANDA SOKOLOFF SAMBURSKY SLOWE  
VERVENIOTIS LLP, answering the plaintiff's Complaint ("the Complaint") set forth the  
following:

**PARTIES**

1. Admit the allegation contained in paragraph "1" of the Complaint that defendant The  
Lantern Group, Inc. maintains an office at 690 Eighth Avenue, New York, NY.
2. Deny the allegations contained in paragraph "2" of the Complaint, except admit that St.  
Louis Hall L.P. maintains an office at 690 Eighth Avenue, New York, NY.
3. Deny the allegations contained in paragraph "3" of the Complaint.

4. Deny the allegations contained in paragraph "4" of the Complaint, except admit that 319 Realty Services, L.P. maintains an office at 690 Eighth Avenue, New York, NY.
5. Deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph "5" of the Complaint.
6. Deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph "6" of the Complaint.
7. Deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph "7" of the Complaint.

**BASIS FOR JURISDICTION**

8. There are no allegations contained in paragraph "8" of the Complaint.
9. Deny the allegations contained in paragraph "9" of the Complaint and respectfully refer all questions of law to the Court for adjudication.
10. Deny the allegations contained in paragraph "10" of the Complaint and respectfully refer all questions of law to the Court for adjudication.
11. Deny the allegations contained in paragraph "11" of the Complaint and respectfully refer all questions of law to the Court for adjudication.

**VENUE**

12. Deny the allegations contained in paragraph "12" of the Complaint and respectfully refer all questions of law to the Court for adjudication.

**THE PARTIES**

13. Deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph "13" of the Complaint, except admit that plaintiff is a Single

Room Occupancy resident of St. Louis Hall, located at 314 W. 94<sup>th</sup> Street, New York, NY.

14. Deny the allegations contained in paragraph "14" of the Complaint, except admit that defendant 319 Realty Services, L.P. is the not-for-profit lessee and manager of St. Louis Hall, that defendant St. Louis L.P. is a not-for-profit entity who has signed an agreement to purchase the building located at 314 W. 94<sup>th</sup> Street, New York, NY in order to create affordable housing units, and that defendant The Lantern Group, Inc. is a not-for-profit entity that would be the sponsor of such conversion project.
15. Deny the allegations contained in paragraph "15" of the Complaint, except admit that defendant The Lantern Group, Inc. is a not-for-profit organization that owns and operates several buildings within New York that serve as housing for persons who have been homeless or have other special needs and is involved in a proposed conversion of the building located at 314 W. 94<sup>th</sup> Street, New York, NY to create affordable housing units.
16. Deny the allegations contained in paragraph "16" of the Complaint, except admit that defendant The Lantern Group, Inc. is a not-for-profit organization that owns and operates several buildings within New York that serve as housing for persons who have been homeless or have other special needs and is involved in a proposed conversion of the building located at 314 W. 94<sup>th</sup> Street, New York, NY to create affordable housing units.

#### **PRELIMINARY STATEMENT OF CLAIMS**

17. Deny the allegations contained in paragraph "17" of the Complaint.
18. Deny the allegations contained in paragraph "18" of the Complaint.
19. Deny the allegations contained in paragraph "19" of the Complaint.

20. Deny the allegations contained in paragraph "20" of the Complaint.
21. Deny the allegations contained in paragraph "21" of the Complaint.
22. Deny the allegations contained in paragraph "22" of the Complaint.
23. Deny the allegations contained in paragraph "23" of the Complaint.

**DISCRIMINATION UNDER THE AMERICANS  
WITH DISABILITIES ACT OF 1990**

24. Deny the allegations contained in paragraph "24" of the Complaint.

**FACTUAL ALLEGATIONS**

25. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "25" of the Complaint.
26. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "26" of the Complaint and respectfully refer the Court to the document referred to therein for the contents thereof.
27. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "27" of the Complaint.
28. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "28" of the Complaint, and respectfully refer the Court to the documents referred to therein for the contents thereof.
29. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "29" of the Complaint, and respectfully refer the Court to the documents referred to therein for the contents thereof.

30. Deny that plaintiff is a qualified individual with a disability for purposes of this action, deny knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "30" of the Complaint, and refer all questions of law to the Court for adjudication.
31. Admit the allegations contained in paragraph "31" of the Complaint.
32. Deny the allegations contained in paragraph "32" of the Complaint, except admit that plaintiff pays \$500 per month for her room, and respectfully refer the Court to the documents referred to therein for the contents thereof.
33. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "33" of the Complaint.
34. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "34" of the Complaint.
35. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "35" of the Complaint.
36. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "36" of the Complaint.
37. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "37" of the Complaint.
38. Deny the allegations contained in paragraph "38" of the Complaint.
39. Deny the allegations contained in paragraph "39" of the Complaint, except admit that 319 Realty Services, L.P. is currently managing the premises located at 319 West 94<sup>th</sup> Street and has performed all necessary repairs.

40. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "40" of the Complaint.
41. Deny the allegations contained in paragraph "41" of the Complaint, and respectfully refer the Court to the documents referred to therein for the contents thereof.
42. Deny the allegations contained in paragraph "42" of the Complaint.
43. Deny the allegations contained in paragraph "43" of the Complaint, except admit that limitations were placed on the acceptance of packages on behalf of tenants at the front desk, and respectfully refer the Court to the documents referred to therein for the contents thereof.
44. Deny the allegations contained in paragraph "44" of the Complaint.
45. Deny the allegations contained in paragraph "45" of the Complaint.
46. Deny the allegations contained in paragraph "46" of the Complaint.
47. Deny the allegations contained in paragraph "47" of the Complaint.
48. Deny the allegations contained in paragraph "48" of the Complaint.
49. Deny the allegations contained in paragraph "49" of the Complaint.
50. Deny having knowledge and information sufficient to form a belief as to the allegations contained in paragraph "50" of the Complaint.
51. Deny the allegations contained in paragraph "51" of the Complaint.
52. Deny the allegations contained in paragraph "52" of the Complaint.
53. Deny the allegations contained in paragraph "53" of the Complaint.
54. Deny the allegations contained in paragraph "54" of the Complaint.
55. Deny the allegations contained in paragraph "55" of the Complaint.

56. Deny the allegations contained in paragraph "56" of the Complaint.
57. Deny the allegations contained in paragraph "57" of the Complaint.
58. Deny the allegations contained in paragraph "58" of the Complaint.
59. Deny the allegations contained in paragraph "59" of the Complaint, and respectfully refer the Court for the documents referred to therein for the contents thereof.
60. Deny the allegations contained in paragraph "60" of the Complaint.
61. Deny the allegations contained in paragraph "61" of the Complaint.
62. Deny the allegations contained in paragraph "62" of the Complaint.
63. Deny the allegations contained in paragraph "63" of the Complaint.
64. Deny the allegations contained in paragraph "64" of the Complaint.
65. Deny the allegations contained in paragraph "65" of the Complaint.
66. Deny the allegations contained in paragraph "66" of the Complaint.
67. Deny the allegations contained in paragraph "67" of the Complaint, except admit that plaintiff wrote to The Lantern Group to requesting repairs, that 319 Realty Services, L.P. is currently managing the premises located at 319 West 94<sup>th</sup> Street and has performed all necessary repairs, and respectfully refers the Court to the documents referred to therein for the contents thereof.
68. Deny the allegations contained in paragraph "68" of the Complaint.
69. Deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph "69" of the Complaint regarding a security deposit, except admit that plaintiff is a Single Room Occupancy resident of St. Louis Hall, located at 314 W.

94<sup>th</sup> Street, New York, NY, and respectfully refer the Court to the documents referred to therein for the contents thereof.

70. Deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph "70" of the Complaint regarding a security deposit, except admit that plaintiff is a Single Room Occupancy resident of St. Louis Hall, located at 314 W. 94<sup>th</sup> Street, New York, NY, and respectfully refer the Court to the documents referred to therein for the contents thereof.
71. Deny the allegations contained in paragraph "71" of the Complaint, except admit that plaintiff wrote a letter addressed to the management of The Lantern Group on or about June 14, 2006, and respectfully refers the Court to the documents referred to therein for the contents thereof.
72. Deny the allegations contained in paragraph "72" of the Complaint, except admit that plaintiff wrote a letter on or about January 5, 2007 addressed to The Lantern Group, and respectfully refers the Court to the documents referred to therein for the contents thereof.
73. Deny the allegations contained in paragraph "73" of the Complaint, except admit That plaintiff wrote a letter on or about July 19, 2007 addressed to the Lantern Group, and respectfully refers the Court to the documents referred to therein for the contents thereof.
74. Deny the allegations contained in paragraph "74" of the Complaint, except admit that plaintiff's rent check was cashed, and respectfully refers the Court to the documents referred to therein for the contents thereof.
75. Deny the allegations contained in paragraph "75" of the Complaint, and respectfully refer the Court to the documents referred to therein for the contents thereof.

76. Deny knowledge and information sufficient to form a belief as to plaintiff's medical condition, deny the remaining allegations contained in paragraph "76" of the Complaint, and respectfully refer the Court to the documents referred to therein for the contents thereof.
77. Deny the allegations contained in paragraph "77" of the Complaint, except admits that information was distributed regarding extermination services, and respectfully refer the Court to the documents referred to therein for the contents thereof.
78. Deny the allegations contained in paragraph "78" of the Complaint, except admit that a policy was adopted allowing the reception desk to accept packages on behalf of disabled tenants, and respectfully refer the Court to the documents referred to therein for the contents thereof.
79. Deny the allegations contained in paragraph "79" of the Complaint, except admit that plaintiff wrote a letter to The Lantern Group on or about May 15, 2006, and respectfully refer the Court to the documents referred to therein for the contents thereof.
80. Deny the allegations contained in paragraph "80" of the Complaint, except admit that plaintiff wrote a letter to The Lantern Group on or about January 22, 2007, and respectfully refer the Court to the documents referred to therein for the contents thereof.
81. Deny the allegations contained in paragraph "81" of the Complaint.
82. Deny the allegations contained in paragraph "82" of the Complaint.
83. Deny the allegations contained in paragraph "83" of the Complaint.
84. Deny the allegations contained in paragraph "84" of the Complaint.
85. Deny the allegations contained in paragraph "85" of the Complaint.

86. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "86" of the Complaint, except deny that the building was in a "terrible state."
87. Deny the allegations contained in paragraph "87" of the Complaint.
88. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "88" of the Complaint.
89. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "89" of the Complaint.
90. Deny the allegations contained in paragraph "90" of the Complaint, and respectfully refer the Court to the document referred to therein for the contents thereof.
91. Deny the allegations contained in paragraph "91" of the Complaint, except admit that plaintiff wrote a letter to The Lantern Group on or about May 15, 2007, and respectfully refer the Court to the documents referenced thereto for the contents thereof.
92. Deny the allegations contained in paragraph "92" of the Complaint.
93. Deny the allegations contained in paragraph "93" of the Complaint.
94. Deny the allegations contained in paragraph "94" of the Complaint.
95. Deny the allegations contained in paragraph "95" of the Complaint.

**AS AND FOR A RESPONSE TO PLAINTIFF'S  
TWO COMMON LAW CAUSES OF ACTION**

96. Deny the allegations contained in paragraph "96" of the Complaint.

97. Deny the allegations contained in paragraph "97" of the Complaint, except admit that defendant 319 Realty Services, L.P. is the not-for-profit lessee and manager of St. Louis Hall.
98. Deny the allegations contained in paragraph "98" of the Complaint.
99. Deny the allegations contained in paragraph "99" of the Complaint.
100. Deny the allegations contained in paragraph "100" of the Complaint, except admit that defendant 319 Realty Services, L.P. is the not-for-profit lessee and manager of St. Louis Hall, that defendant St. Louis L.P. is a not-for-profit entity who has signed an agreement to purchase the building located at 314 W. 94<sup>th</sup> Street, New York, NY in order to create affordable housing units, and that defendant The Lantern Group, Inc. is a not-for-profit entity that would be the sponsor of such conversion project.
101. Deny the allegations contained in paragraph "101" of the Complaint.
102. Deny the allegations contained in paragraph "102" of the Complaint.
103. Deny the allegations contained in paragraph "103" of the Complaint.
104. Deny the allegations contained in paragraph "104" of the Complaint.
105. Deny the allegations contained in paragraph "105" of the Complaint.
106. Deny the allegations contained in paragraph "106" of the Complaint.
107. Deny the allegations contained in paragraph "107" of the Complaint.
108. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "108" of the Complaint.
109. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "109" of the Complaint.

110. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "110" of the Complaint.
111. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "111" of the Complaint.
112. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "112" of the Complaint.
113. Deny the allegations contained in paragraph "113" of the Complaint.
114. Deny the allegations contained in paragraph "114" of the Complaint.
115. Deny the allegations contained in paragraph "115" of the Complaint.
116. Deny the allegations contained in paragraph "116" of the Complaint.
117. Deny the allegations contained in paragraph "117" of the Complaint.
118. Deny the allegations contained in paragraph "118" of the Complaint.
119. Deny the allegations contained in paragraph "119" of the Complaint.
120. Admit the allegations contained in paragraph "120" of the Complaint.
121. Deny the allegations contained in paragraph "121" of the Complaint.
122. Deny the allegations contained in paragraph "122" of the Complaint.
123. Deny the allegations contained in paragraph "123" of the Complaint.
124. Deny the allegations contained in paragraph "124" of the Complaint.
125. Deny the allegations contained in paragraph "125" of the Complaint.
126. Deny the allegations contained in paragraph "126" of the Complaint.
127. Deny the allegations contained in paragraph "127" of the Complaint.
128. Deny the allegations contained in paragraph "128" of the Complaint.

129. Deny the allegations contained in paragraph "129" of the Complaint.
130. Deny the allegations contained in paragraph "130" of the Complaint.
131. Deny the allegations contained in paragraph "131" of the Complaint.
132. Deny the allegations contained in paragraph "132" of the Complaint.
133. Deny the allegations contained in paragraph "133" of the Complaint.
134. Deny the allegations contained in paragraph "134" of the Complaint.
135. Deny the allegations contained in paragraph "135" of the Complaint.
136. Deny the allegations contained in paragraph "136" of the Complaint.
137. Deny the allegations contained in paragraph "137" of the Complaint.
138. Deny the allegations contained in paragraph "138" of the Complaint.
139. Deny the allegations contained in paragraph "139" of the Complaint.
140. Deny the allegations contained in paragraph "140" of the Complaint.
141. Deny the allegations contained in paragraph "141" of the Complaint.
142. Deny the allegations contained in paragraph "142" of the Complaint.
143. Deny the allegations contained in paragraph "143" of the Complaint.
144. Deny the allegations contained in paragraph "144" of the Complaint.
145. Deny the allegations contained in paragraph "145" of the Complaint.
146. Deny the allegations contained in paragraph "146" of the Complaint.
147. Deny the allegations contained in paragraph "147" of the Complaint.
148. Deny the allegations contained in paragraph "148" of the Complaint, and respectfully refer the Court to the documents referred to therein for the contents thereof.
149. Deny the allegations contained in paragraph "149" of the Complaint.

150. Deny the allegations contained in paragraph "150" of the Complaint.
151. Deny the allegations contained in paragraph "151" of the Complaint.
152. Deny the allegations contained in paragraph "152" of the Complaint, and respectfully refer the Court to the documents referred to therein for the contents thereof.
153. Deny the allegations contained in paragraph "153" of the Complaint.
154. Deny the allegations contained in paragraph "154" of the Complaint.
155. Deny the allegations contained in paragraph "155" of the Complaint.
156. Deny the allegations contained in paragraph "156" of the Complaint.
157. Deny the allegations contained in paragraph "157" of the Complaint.
158. Deny the allegations contained in paragraph "158" of the Complaint.
159. Deny the allegations contained in paragraph "159" of the Complaint.

**AS AND FOR A RESPONSE TO  
PLAINTIFF'S FIRST CAUSE OF ACTION**

160. As and for a response to paragraph "160" of the Complaint, the answering defendants repeat and reallege each and every allegation contained in paragraphs "1" through "159" of this Answer with the same force and effect as if fully set forth at length herein.
161. Deny the allegations contained in paragraph "161" of the Complaint.
162. Deny the allegations contained in paragraph "162" of the Complaint.
163. Deny the allegations contained in paragraph "163" of the Complaint.
164. Deny the allegations contained in paragraph "164" of the Complaint.
165. Deny the allegations contained in paragraph "165" of the Complaint.

**AS AND FOR A RESPONSE TO  
PLAINTIFF'S SECOND CAUSE OF ACTION**

166. As and for a response to paragraph "166" of the Complaint, the answering defendants repeat and reallege each and every allegation contained in paragraphs "1" through "165" of this Answer with the same force and effect as if fully set forth at length herein.
167. Deny the allegations contained in paragraph "167" of the Complaint.
168. Deny the allegations contained in paragraph "168" of the Complaint.
169. Deny the allegations contained in paragraph "169" of the Complaint.
170. Deny the allegations contained in paragraph "170" of the Complaint.
171. Deny the allegations contained in paragraph "171" of the Complaint.

**AS AND FOR A RESPONSE TO  
PLAINTIFF'S THIRD CAUSE OF ACTION**

172. As and for a response to paragraph "172" of the Complaint, the answering defendants repeat and reallege each and every allegation contained in paragraphs "1" through "171" of this Answer with the same force and effect as if fully set forth at length herein.
173. Deny the allegations contained in paragraph "173" of the Complaint.
174. Deny the allegations contained in paragraph "174" of the Complaint.

**AS AND FOR A RESPONSE TO  
PLAINTIFF'S FOURTH CAUSE OF ACTION**

175. As and for a response to paragraph "175" of the Complaint, the answering defendants repeat and reallege each and every allegation contained in paragraphs "1" through "174" of this Answer with the same force and effect as if fully set forth at length herein.
176. Deny the allegations contained in paragraph "176" of the Complaint.

177. Deny the allegations contained in paragraph "177" of the Complaint, and respectfully refer all questions of law to the Court for adjudication.
178. Deny the allegations contained in paragraph "178" of the Complaint.

**AS AND FOR A RESPONSE TO  
PLAINTIFF'S FIFTH CAUSE OF ACTION**

179. As and for a response to paragraph "179" of the Complaint, the answering defendants repeat and reallege each and every allegation contained in paragraphs "1" through "178" of this Answer with the same force and effect as if fully set forth at length herein.
180. Deny the allegations contained in paragraph "180" of the Complaint.
181. Deny the allegations contained in paragraph "181" of the Complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE:**

182. Plaintiff has failed to state a cause of action upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE:**

183. The actions taken by these answering defendants were justified and proper.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE:**

184. At all times relevant to the Complaint, these answering defendants acted in good faith and in accordance with the laws of the State of New York and the United States Constitution.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE:**

185. One or more of plaintiff's claims are barred by the applicable Statute of Limitations.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE:**

186. That no basis exists for this court to exercise jurisdiction over the plaintiff's state law and New York City Administrative Code claims.

**AS AND FOR AN SIXTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE:**

187. Any injuries and/or damages sustained by plaintiff were the result of plaintiff's own culpable conduct.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE:**

188. Plaintiff cannot identify anyone similarly situated who was treated differently by these answering defendants.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE**

189. Plaintiff's damages, if any, are limited by the terms and conditions of the subject agreement between the parties.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE**

190. The plaintiff has failed to take reasonable measures to reduce, mitigate and/or minimize her alleged damages, and therefore plaintiff's damages should either be reduced or barred completely to the extent plaintiff failed to mitigate damages.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE**

191. Any damages allegedly sustained were not caused by any negligent acts or omissions by these answering defendants or any individual acting under its direction or control.

**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE**

192. The injuries, losses, damages and occurrences alleged in the Complaint were the result of an independent and intervening cause, or causes, over which these answering defendants had no control, nor right to control, and in no way participated.

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE**

193. These answering defendants possessed legitimate nondiscriminatory reasons for the challenged actions.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE  
THESE ANSWERING DEFENDANTS ALLEGE**

193. Plaintiff has failed to name one or more necessary parties to this action.

**WHEREFORE**, these answering defendants demand judgment: 1) dismissing the Complaint in its entirety, with prejudice; 2) awarding defendants the costs of this action, including reasonable attorneys' fees; and 3) ordering such other and further relief as this Court may deem just, equitable, and proper.

Dated: Mineola, New York  
January 19, 2008

MIRANDA SOKOLOFF SAMBURSKY  
SLOWNE VERVENIOTIS LLP  
Attorneys for Defendants  
ST. LOUIS L.P. s/h/a ST. LOUIS HALL  
L.P., and 319 REALTY SERVICES, L.P.  
s/h/a 319 REALTY SERVICES, LLP

By:   
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